

**2018-2019 WEST PALM BEACH ANTIQUE AND FLEA
MARKET JOINS CLEMATIS BY NIGHT
READ THIS CAREFULLY AND COMPLY. IT IS NOT THE
SAME AS THE SATURDAY MARKET APPLICATION**

INITIAL AND RETURN ONLY PAGE 1 AND 2

The West Palm Beach Antique and Flea Market (the “market”) has been invited to become a part of CLEMATIS BY NIGHT which has been held every Thursday night year around for over 20 years. Our first event will be August 2. If you are not familiar with it, Google “CLEMATIS BY NIGHT”. We will set up every Thursday night **except for THE PALM BEACH BOAT SHOW, SUNFEST, AND THANKSGIVING** and the week between Christmas and New Years (to be confirmed). There are no weeks off any time soon. For the month of August, the official hours are 6PM to 10PM. Thereafter, the official hours are 6PM to 9PM. These hours will be confirmed to you.

ALL vendors, including those who have previously participated, must fill out the application so it can be READ. NO exceptions. There is NO exclusivity and we reserve the right to limit products. The goal is to provide customers with a wide selection of products and prices.

PRODUCT ELIGIBILITY: ANTIQUES, VINTAGE, MID-CENTURY FURNITURE AND ACCESSORIES, “SMALLS” BUT NO JUNK, ART, FASHION BY LOCAL ARTISANS AND DESIGNERS AND UNIQUE NEW BUSINESS PRODUCTS, AND AN APPROVED SELECTION OF JEWELRY. WE RESERVE THE RIGHT TO LIMIT JEWELRY VENDORS. ALL ITEMS MUST BE PRESENTED PROPERLY. NO FOOD, FLOWERS OR PLANTS.

Applications will be reviewed for types of goods sold and may be rejected if not suitable for the event. Describe vending history, products, new or vintage, other markets, websites. Send pictures. **EMAIL ADDRESSES MUST BE READABLE PLEASE PRINT.**

A WHITE OR TAN TENT WITH TIE-DOWNS IS REQUIRED. THERE ARE NO EXCEPTIONS. Weights are required. We will be located by the pavilion on South Clematis by Pizza Girls and Sloans Ice Cream. There or NO fences. It’s where the Green Market sets up. There is **NO SHARING** of booth spaces. Tables must be properly covered. All booths are approximately 10’ X 10’. We do NOT rent tables or Tents. There are two choices for tent setup. **If you want a porter to set up and take down your tent, the cost is \$10 payable directly to the porters at set up.** That includes set up and take down. If you don’t need assistance with your tent but want assistance with loading and unloading of boxes or other items, other than your tent, the porters will help **after finishing with all tents** and compensation is suggested. If you have any questions, see Ray or me. If your tent is damaged, please get it fixed or get a new one. There is no ability to tie to fences or light poles etc.
_____ (initial here)

READ CAREFULLY AND COMPLY The opening date is August 2. To participate, a vendor must commit to at least 1 month at a time. There are no exceptions. Payments must be made on or before the Friday before the first Market of every month for the upcoming month. For the first month, payment is due on Friday July 27. Payment must made by cash or check. Credit cards accepted with \$5.00 processing fee. Checks are payable to: “THE MARKET ON THURSDAY”. DO NOT MAKE CHECKS PAYABLE TO ANYONE ELSE. No funds will be collected at the show unless you are paying for the following month. No payments, no set-up, no exceptions.
_____ (initial)

Payment may be made in person or mailed to: 1st CHOICE ANTIQUES, 105 S. Narcissus Avenue Suite 200 West Palm Beach, FL 33401. If mailed, funds must be received by the due date. ANY RETURNED CHECKS WILL BE SUBJECT TO A \$25 FEE AND THE VENDOR WILL BE REQUIRED TO PAY BY CASH by the due date in person at the same address: 9:30 a.m. to 5:00 p.m. Mon-Fri.

The web site is wpbantiqueandfleamarket.com.

The West Palm Beach Antique and Flea Market blog: wpbantiqueandflea.wordpress.com;

The phone number: 561-670-7473. NO OTHER PHONE NUMBER IS TO BE USED.

The email address is wpbantiqueandflea@gmail.com. NO OTHER EMAIL IS TO BE USED

The Twitter account is @wpbafmarket;

The Facebook is west palm beach antique and flea market.

I have read the rules and regulations accompanying this application and I agree to comply with the contents. initial here

PLEASE PRINT CLEARLY AND INCLUDE CATEGORY- RETURN THIS PAGE ONLY

PAYMENT IS REQUIRED AS SET OUT ABOVE WHEN SUBMITTING THIS APPLICATION. IF YOU ARE NOT SIGNED UP AND PAID ACCORDING TO THIS CONTRACT, YOU WILL NOT BE PERMITTED TO SET UP. NO EXCEPTIONS. NO FUNDS WILL BE COLLECTED AT THE MARKET.

PRINT NAME: _____

BUSINESS NAME(S): _____

BUSINESS ADDRESS: _____

PHONE: (_____) _____ H (_____) _____ W (_____) _____ (C)
CITY STATE ZIP

PRINT LEGIBLE EMAIL ADDRESS: _____

WEBSITE: www. _____ CATEGORY: _____

AUGUST FEE IS DUE WITH THIS APPLICATION. NO EXCUSES OR EXCEPTIONS.

Vendor Fee: 4 wks \$160 If 5 wks \$200

ABSENT EXTREME CONDITIONS THERE WILL BE NO CANCELLATION BECAUSE OF RAIN OR POTENTIAL WEATHER UNTIL 5PM ON THE DAY OF THE MARKET. IF A MARKET IS CANCELLED BECAUSE OF WEATHER, THERE WILL BE 50% CREDIT FOR A FUTURE THURSDAY MARKET. NO CASH REFUNDS. CREDIT ONLY. INITIAL _____

AGREEMENT

1. I have read and understand the terms and conditions contained in this **application/contract**. I have also reviewed and signed each of the “Market” **rules and regulations**. I agree to abide by the rules and regulations. Further, I understand that any violations of these rules and regulations will cause immediate revocation of my Market license and there will be no refund.
2. I agree to sell only approved products and not to violate any Trademark or copyright restrictions.
3. I acknowledge full responsibility for all my activities and actions at the Market and for those employed or assisting me and I agree to defend, hold harmless and indemnify the Market from any liability, cost, damage or expense, including reasonable attorney’s fees, which arise from

my participation in the Market or use of the vendor's space. I will always act professionally with everyone at the Market or my participation may be terminated.

4. I accept responsibility for payment of all fees required to participate in the Market. I acknowledge that there will be **NO REIMBURSEMENT** for any fees pre-paid if I decide to no longer participate at the Market, I am banned from the Market OR, ABSENT CERTAIN CIRCUMSTANCES, I CHOOSE TO NOT ATTEND ANY WEEKLY MARKET.
5. I acknowledge that this agreement is a license and that it can be terminated at any time. I have no leasehold, easement or other interest in the space assigned to me at any time.

RULES, REGULATIONS, TERMS AND CONDITIONS

IMPORTANT: EACH ITEM MUST BE **SIGNED TO ACKNOWLEDGE YOUR AGREEMENT TO COMPLY.** PLEASE KEEP A COPY FOR YOUR RECORDS. BY SUBMITTING YOUR CHECK YOU ACKNOWLEDGE THAT YOU HAVE READ AND WILL COMPLY.

1. VENDOR EQUIPMENT

It is the vendor's responsibility to supply a tent (white or light tan tent (NO EXCEPTIONS) and tent weights (mandatory), tables, garbage bag, electrical cords and lights as necessary. Appropriate table covers are required. **Vendor must clean up at the end of the day and remove all garbage, broken items and food. IF YOU DON'T CLEAN UP WE WILL KNOW WHO YOU ARE AND YOU WON'T BE INVITED BACK. WE ARE NOT YOUR MAID.**

2. VENDOR BOOTH SPACE 10X10 space

We will make every effort to keep all vendors at the same locations throughout the year. ANY VENDOR MAY BE RELOCATED AT THE DISCRETION OF THE MANAGER. **No sharing of space is permitted.** Violators will be terminated. **Vendor's products and set-up must not be placed beyond booth space boundaries.** As a result of the width of S Clematis Street, vendors must be prompt for set-up and clean-up. PLEASE BE MINDFUL OF THE OTHER VENDORS NEEDS. DON'T SPREAD YOUR MERCHANDISE BEYOND YOUR SPACE.

3. PARKING IS AVAILABLE IN THE CITY HALL GARAGE ON BANYAN BY OUR OLD SITE OR AT THE EVENRRIA STREET GARAGE OR ANY METER. THERE IS A SURFACE LOT ADJACENT TO OUR SITE BUT WE HAVE NO CONTROL ON RATES. PARKING IS THE RESPONSIBILITY OF THE VENDOR AND WE HAVE NO FREE PARKING FOR THURSDAYS. THE MARKET WON'T PAY TICKETS.

4. SET-UP / BREAKDOWN / CLEAN-UP

THE BARRIER ON SOUTH CLEMATIS WILL GO UP AT 3:00PM SO YOU CAN BEGIN TO SET UP ANY TIME AFTER THAT. **IF YOU HAVE NOT PAID, YOU WILL NOT BE ALLOWED TO SET UP. NO EXCEPTIONS.** THE BARRIER WILL COME DOWN AFTER THE CLOSE OF THE EVENT. WHEN SETTING UP, PLEASE DROP ALL ITEMS AT YOUR SPACE AND MOVE YOUR CAR TO A PARKING SPOT OR GARAGE BEFORE SETTING UP. AT THE END OF THE EVENING, PACK EVERYTHING UP AND TAKE YOUR TENT DOWN BEFORE BRINGING YOUR CAR TO THE LOCATION FOR PACKING UP. THE MARKET IS NOT RESPONSIBLE FOR ANY ITEMS BROKEN DURING SET UP OR BREAKDOWN.

Check in with the Manager is required before setting up. Every vendor **MUST** be **completely** set-up by 6PM. All vehicles **MUST BE REMOVED BY 5:30 PM.** No vehicles will be allowed on-site after 5:30 PM. BREAKDOWN **starts** at the end of the event, subject to people still buying on site. Even if vendor sells out, no breakdown can begin until the end of the event either at 9PM or 10PM. Early breakdown may result in permanent expulsion from the Market. **AS A RESULT OF PARKING ISSUES, PLEASE BE BOXED UP BEFORE LOADING YOUR VEHICLE.**

5. CLEAN-UP – Every item you bring or use must be removed by you, even broken and discarded items. No debris, boxes, packing material, broken glass or discarded items, food items, customer items or other material shall be left behind. Garbage bags must be REMOVED by the Vendor. Cardboard boxes must be removed. Failure to comply with any of these clean-up rules will result in a \$20.00 fine per instance in addition to any cleaning fees paid to the Porters which must be paid before the next Market. Multiple fines will result in expulsion from the Market. REMEMBER, THIS IS A CITY EVENT AND WE WILL BE WATCHED. IT ALSO IMPACTS THE SATURDAY MARKET

6. VEHICLE REGULATIONS

No moving vehicles (cars, vans, trucks) are allowed on the site between 5:30PM to the close of the event. In the event of rain during the market, which requires closing of the Market, the Manager will make the determination when cars, vans or trucks will be allowed on site. Street barriers must never be moved after the beginning of any Market or before the end of the Market. Danger to patrons and vendors will prohibit future participation.

7. CANCELLATION POLICY – RAIN

In most instances, the Market will not cancel in advance. We often get afternoon rain during the spring and it stops by 6PM. IF the City cancels, we will cancel so keep an eye on emails or texts. Exceptions to the rule may include known weather related or extreme acts of nature. Safety is the Market's utmost concern. You may call the Market hotline at 561-670-7473 at 5PM or after. We will monitor the decisions of the City. Once the market commences, there is no credit for any early breakdown resulting from inclement weather.

Vendors must notify management by Wednesday of the Market week (phone call/message is required) if they are unable to attend that week's Market. CALL 561-670-7473. **Failure to attend for any reason does NOT result in any credit for future markets.**

Vendors are required to call the mobile phone if an emergency prevents attendance so that management can rearrange booths. **Failure to attend for any reason does NOT result in any credit for future markets.**

Absence for TWO CONSECUTIVE weeks will result in loss of any designated space.

8. MISCELLANEOUS RULES

- No sales, use or possession of alcoholic beverages, firearms or other weapons is permitted by vendors.
- Vendors are responsible for collecting and remitting their own sales tax.
- Rules are subject to change without advance notice.
- Unless pre-approved, no vendor business flyers/promotional materials can be distributed except business cards
- **Vendors are responsible for damages to any person caused by the vendor's negligence. Securing of individual Insurance is advised.**

ENFORCEMENT OF RULES

- 1. Management is responsible for enforcing the rules. Continued violation will result in expulsion from the Market with no reimbursement of fees paid and no future participation.**
- 2. Complaints regarding product legitimacy, operational detail or conduct of another vendor must be submitted in writing to the Market management for resolution.**

I understand the enforcement of rules AND WILL COMPLY. IF YOU FAIL TO COMPLY YOU WILL NOT BE INVITED BACK AND INVITED TO LEAVE.

IN AN EFFORT TO REDUCE PAPER WORK, THE ONLY PAGE NECESSARY TO RETURN IS PAGE 2. WHEN YOU DELIVER PAYMENT, YOU WILL BE HELD ACCOUNTABLE FOR HAVING READ THE RULES AND REGULATIONS AND AGREEING TO COMPLY.

THANKS. BILL